

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL



In the Matter of:

Universal Flooring and Remodeling LLC

ASSURANCE OF VOLUNTARY COMPLIANCE

The District of Columbia (“District”), through the Attorney General for the District of Columbia, and Universal Flooring and Remodeling LLC (“UFR”) (collectively, “the Parties”) hereby enter into this Assurance of Voluntary Compliance (“Assurance”), pursuant to D.C. Code § 28-3909(c)(6).

I. THE PARTIES

1. The Attorney General for the District is the chief legal officer for the District of Columbia. Pursuant to D.C. Code § 28-3909(a)-(b), the Attorney General is authorized to bring legal actions seeking injunctive relief, consumer restitution, civil penalties, costs, and attorneys’ fees for violations of the District’s Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, *et seq.* Pursuant to D.C. Code § 28-3909(c), the Attorney General is authorized to negotiate and enter into agreements for compliance by merchants with the provisions of the CPPA.

2. UFR is a limited liability company with headquarters at 5624 Southhampton Drive, Springfield, VA 22191. At all times relevant to this matter, UFR has been engaged in the business of performing residential construction and renovation activity in the District of Columbia.

II. DISTRICT'S ALLEGATION

3. UFR has entered into contracts to perform, and has performed, renovation activities in the District since at least 2015 to the present.

4. Under the Lead Hazard Prevention and Elimination Act, businesses that engage in renovation work shall ensure that its employees that disturb presumed lead-based paint are certified by either the United States Environmental Protection Agency (“EPA”) or an EPA-approved state program, which in the District is the District’s Department of Energy and Environment. D.C. Code §§ 8-231.10(b), (c)(1).

5. A residential property constructed prior to 1978 is presumed to have lead-based paint. 20 DCMR § 3301.1.

6. Under the CPPA, a person violates the CPPA when they “engage in an unfair or deceptive trade practice, whether or not any consumer is in fact misled, deceived, or damaged. . . .” D.C. Code § 28-3904.

7. Violating other District laws in the context of a consumer transaction constitutes a violation of the CPPA. *See* D.C. Code § 28-3904(dd).

8. On at least forty-four (44) residential home renovations, UFR failed to ensure that drywall removal and other work that disturbed presumed lead-based paint was performed by a certified renovator.

9. Each of the forty-four (44) renovations constitutes a separate violation of the LHPEA and CPPA.

III. UFR'S RESPONSE

10. UFR denies that it has engaged in any wrongdoing, and specifically denies that it has violated District or federal law.

IV. APPLICATION

11. The Parties have agreed to the terms of this Assurance in order to fully resolve the District's allegations against UFR.

12. The provisions of this Assurance shall apply to UFR and all persons or entities that they control or have the ability to control, including without limitation their principals, officers, directors, employees, agents, successors, assignees, affiliates, merged or acquired entities, or wholly owned subsidiaries, and third-party debt collectors employed by UFR.

13. The provisions of this Assurance shall apply to UFR's conduct in connection with their construction and renovation activities in the District of Columbia.

V. INJUNCTIVE TERMS

14. UFR shall not engage in any unlawful trade practice prohibited by the District's CPPA, D.C. Code §§ 28-3901, *et seq.*, or renovation practices prohibited by the LHPEA, D.C. Code §§ 8-231.01 *et seq.*, or its implementing regulations, 20 DCMR §§ 3300 *et seq.*

15. UFR shall not make any misrepresentation of material fact, which has a tendency to mislead.

16. UFR shall not fail to state a material fact, the omission of which tends to mislead.

17. Within seven (7) days of execution of the Assurance, UFR shall provide the District with a list of all current UFR employees or contractors.

18. Within thirty (30) days of execution of the Assurance, UFR shall ensure that all current and future UFR employees or contractors, who perform drywall removal or other activity that requires renovator certification under the LHPEA, are certified in accordance with the LHPEA.

VI. PAYMENT TERMS

19. UFR shall pay a total of \$275,000 to the District, as detailed below.

20. UFR shall make monthly payments of \$4,166.66 for five months, and a final, sixth payment of \$4,166.70, commencing on the first date of the month after the effective date of this Assurance. Each monthly payment shall be made by ACH wire transfer consistent with instruction to be provided by the District at the time of the executing the Assurance.

21. If UFR makes all payments required under the preceding paragraph and has satisfied all other requirements of this Assurance, the District agrees to waive the remaining \$250,000 of the \$275,000 payment owed under this Assurance. If the District learns of new or additional violations of the terms of this Assurance, or UFR fails to make a payment required by the preceding paragraph, the District reserves the right in its sole discretion to reinstate and require the remainder of the payment and UFR consents to the entry of a judgment for the full amount of the remainder of the payment owed under paragraph 19.

VII. ADDITIONAL TERMS

22. This Assurance shall be considered effective and fully executed on the last date upon which any party executes the Assurance. This Assurance may be executed in counterparts, and copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

23. UFR shall not cause or encourage any third-parties, or knowingly permit third parties acting on their behalf, to engage in any practices from which UFR is prohibited by this Assurance.

24. Nothing contained herein shall be construed as relieving UFR of the obligation to comply with all District laws and regulations, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws or regulations.

25. All notices and reports under this Assurance shall be provided to the following via first class mail or electronic mail, unless a different contact or address is specified in writing by the party changing such address.

For the District:

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/s/ Wesley Rosenfeld
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Assistant Attorney General
400 6th Street NW
Washington, D.C. 20001

Dated: 10/1/2021

FOR UNIVERSAL FLOORING AND REMODELING, LLC

/Willmar Perez/
Willmar Perez, President

Dated: October 1, 2021